
US EXECUTIVE APPROVAL FORM**CUSTOMER NAME:** BlackRock Inc. (PNC Bank Subsidiary) – resubmitted 3/18/03**SECTION I - Approval Requests:****HQAPP Requests:**

This is the final list of issues from the customer. All necessary language to be drafted by Legal.

1. Request to waive hosting fees for Tutor for 1 year and JE the hosting fees from License to Outsourcing. The JE = \$ 27,183, which is 12 months of service at the 35% discount on the order. Add language to the Order Document that customer will pay for hosting in Year 2 and going forward, if they choose to continue hosting Tutor.

Justification: The client had not budgeted for this in the 1st year. We're trying to accommodate their budget and encourage them to be an early adopter of this service.

Chou: ok if hqapp approves – renewal amount should be clearly noted on the contract though.

2. Approval to add the following language regarding running a 3rd party application (this has been drafted by Legal):

"Nothing in this ordering document shall preclude Customer from running a 3rd party software application on the Oracle Internet Application Server Enterprise Edition running on Oracle's standard configuration for the programs specified in Section A.1. Customer must be properly licensed for the Oracle Database Enterprise Edition and the Oracle Internet Application Server Enterprise Edition. Customer acknowledges that running such third party application shall be subject to the terms specified in the Computer and Administration services policies."

Justification: The client is requesting clarification that they have the right to run a 3rd party application in the OTO environment. This is within Oracle's policy, however, we do not provide this written clarification in the standard Ordering Document.

Chou: modified version as shown above is approved (covered with alexis – legal).

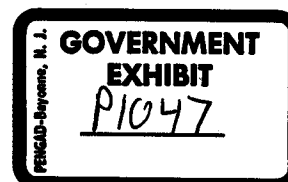
3. SAS70 Type 1 and 2: Customer is asking that we add language explaining that we are planning to execute a SAS 70 type 1 and 2 for Austin and that, upon completion, we will share the reports with Customer as follows (This was drafted by Legal and is being reviewed by Revrec for any potential issues):

"Oracle is currently in the process of planning a SAS 70 review. Upon completion of any such review, upon your written request, Oracle will provide you our most recent report under Statement of Auditing Standards No. 70 ("SAS 70 Report"). You agree that all SAS 70 Reports and all information contained in those reports will be treated as Oracle Confidential Information in accordance with the terms of the Agreement."

Justification: Customer wants to insure that Oracle is committed to getting a SAS type 1 and 2 and that they will have access to completed reports. Customer originally requested a deadline for this completion, but we believe this to be a middle ground compromise.

Chou: modified version as shown above is approved (covered with alexis – legal).

4. Outsourcing Termination language (Concept approval): If Oracle no longer decides to offer outsourcing services, the customer will be notified 3 months prior to Oracle discontinuing to offer our outsourcing service.



Justification: Customer wants to be assured that if we no longer offer outsourcing to our customers, they will be notified and given a reasonable amount of time to evaluate and choose another outsourcing provider.

Chou: approved with a 3 month notice.

Previously Approved on 3/7/03:

This is a reapproval for the outsourcing deal for Q4 (License deal signed on 2/28/03). We are requesting reapproval for the Q3 items as well as some new items based on our recent discussion with customer. All items are clearly marked as such below. This has been reviewed by Priscilla Morgan, and all required language will be drafted by Legal:

HQAPP Requests:

1. Outsourcing Ordering Document:

- a. **Q3 reapproval (with modification based on input from Priscilla Morgan / Tim Chou).** Section B.1a, Comp & Admin Services. Add the language in bold to this section as follows: "Computer & administration services provide you with the ability to remotely access and use program licenses (defined below in Section B.4). Computer & administration services are subject to the terms and conditions of this ordering document, and are provided under Oracle's computer & administration services policies, which are subject to change. You may access the current versions of these policies at <http://oracle.com/policies/index.html?compandadminpolicy.html>. **Oracle will work with you to facilitate data recovery from backup media in the event of a system failure or urgent data restoration request. Oracle's weekly system maintenance period for computer and administration services is from 9:00 p.m. Friday to 12:00 a.m. Saturday Pacific Time.**
 - i. **Chou: approved**
- b. **Q3 reapproval.** Section B. 4, Comp & Admin Services Term. Requesting a 0% (cap) for Years 2 and 3.
 - i. **Chou: approved**
- c. **Q3 reapproval.** Section B.4, Comp & Admin Services Term. Requesting to modify the following sentence as bolded: "You may terminate the computer and administration services in accordance with the computer and administration policies, upon 30 business days prior written notice to Oracle." This is to provide consistency with the next sentence, which states that termination shall be effective on the 30th business day after the notice is received.
 - i. **Chou: approved**
- d. **Q3 reapproval.** Section B.5, Comp & Admin Services Fees. (Tier 2) Monthly in advance billing terms.
 - i. **Chou: approved**
- e. **New Q4 approval.** Section B.5, Comp & Admin Services Fees. Add language regarding what our standard minimum fees are for EBSO and OTO outsourcing.
 - i. **Chou: approved – 6k per month 72k annual for ebso only; 12k per month and 144k annually for ebso and oto – License mins need to be met.**
- f. **New Q4 approval.** Section B.12, Customer Reference. Modify this section to indicate that Oracle must obtain customer's prior written consent.
 - i. **Chou: approved**
- g. **New Q4 approval.** Section B.13, Order of Precedence. Concept of Order of Precedence provision that makes Ordering Document control the OLSA, as amended, which controls the documents at the URLs cited in the Ordering Document or OLSA. This was previously approved for use in the license deal signed 2/28/03.
 - i. **Chou: approved**
- h. **New Q4 approval.** Add Section B.14, Confidentiality. Request concept approval to add a Confidentiality provision that is similar to the one that's being used in the Consulting contract (approved by Legal): Pursuant to the 2nd sentence of the 1st paragraph of the Nondisclosure section of

the Agreement, customer has identified Customer non-public financial information, proprietary business processes, and individual employee related information as confidential information.

- i. **Chou: per legal approved.**
- i. **New Q4 approval.** Other - Worldwide Usage. Requesting clarification from HQAPP – if there will be worldwide usage, we will send out an International Notification Form, but are we required to identify in the Outsourcing OD the list of users by country similar to a license deal? Approval matrix does not specify this requirement, and we wanted to get clarification.
- j. **Q3 reapproval.** Other – Attach and incorporate by reference the Outsourcing Oracle Service Level Standards and modify as follows (drafted by Legal):
 - i. Insert "Level of Computer and Administrative Services provided by Oracle will not be materially reduced for a period of 3 years from effective date of this Order Document." at the end of the first paragraph on the Oracle Service Level Standards publication. Customer wants this to assuage concern triggered by the first paragraph, second sentence, stating "Oracle reserves the right to change this document at Oracle's discretion."
 - 1. **Chou: not approved – as previously stated. the functionally equivalent language is just for the computer and administration services, thus has nothing to do with the service level standards.**
 - 2. **Chou: per discussion with legal we will modify existing functionally equivalent language to make it explicit for computer and administration services only – exact wording from legal.**
 - ii. Insert "or <http://oracle.com/policies/index.html?compandadminpolicy.html>" after the URL that is at the end of the first paragraph of the General Section on the Oracle Service Level Standards publication. This is needed because the current URL is missing the ".html" suffix.
 - 1. **Chou: ok**
- k. **New Q4 approval.** Other - Outsourcing Policies. Approval to attach current Computer & Administration Services Policies, which state that they are subject to change at Oracle's discretion.
 - i. **Chou: approved**
- l. **New Q4 approval.** Other - Outsourcing Policies, Statement of Change. Add language to the Outsourcing Order Document that Oracle will release the current C&A Services Policies - Statement of Change to the customer. Also, upon customer's future request, Oracle will provide the then current SOC. Releasing the Statements of Change to the customer has been approved by HQINFO (Andrea Maxwell).
 - i. **Chou: approved.**
- m. **New Q4 approval.** Other - Outsourcing Policies, Capacity Planning Section. Request to add language to share the client's capacity planning test results with the client.
 - i. **Chou: Approved to share client's capacity.**
- n. **New Q4 approval.** Other - Outsourcing Policies, Termination Section. Instead of receiving 1 copy of Oracle's standard media upon termination, add language that the customer will receive 2 copies of media upon termination for DR purposes.
 - i. **Chou: ok for 2 copies upon termination.**
- o. **Q3 reapproval.** Outsourcing Price Hold: 35% (standard discount for this deal) for 3 years for all products being ordered on the Ordering Document and for all products in the license deal price holds.
 - i. **Chou: price hold is fine, but if they drop products/users, they will go to the current discount – that is standard practice.**

Q3 APPROVAL:

HQAPP Requests - Previously approved on 2/28/03 at 9:15pm:

1. Clarification on # 12 below - General, End of Agreement. The request should read – request to strike the following (2) sentences from the Oracle standard OLSA as follows (Legal does not have an objection to the deletions because customer's license rights are covered otherwise in the agreement): "You agree that if you are in default under this agreement, you may not use those program and/or services ordered. You further agree that if you have used an OFD agreement to pay for the fees due under an order and you are in default under the OFD agreement

related to that order, you may not use the programs and/or services ordered.” [NOTE: Original request included the striking of the (2) sentences, but did not represent our standard language. Instead, it indicated the customer’s requested changes if we could not agree to the (2) deletions. We’d like approval to strike the (2) sentences from the standard OLSA.] Per HQAPP, we will add wording that states that OFD financing cannot be used under this agreement. **CANNOT REMOVE 1ST SENTENCE. TO REMOVE 2ND SENTENCE, ADD LANGUAGE THAT CUSTOMER CANNOT USE OFD FOR ANY ORDERS UNDER THIS AGREEMENT.**

2. Additional OLSA changes as follows:

- a. Definitions section: Delete second sentence as **bolded** in the previously approved ““You” and “your” refers to Blackrock, Inc., your Parent, and you or your Parent’s direct or indirect wholly or majority owned subsidiaries. **Before accessing the programs, each entity must agree in writing to be bound by the terms of the ordering document and the agreement.**” To cover substance deleted in the sentence, in the Ordering Document, add the following: “For purposes of this ordering document, you shall be defined as the company listed at the head of this ordering document and your majority owned subsidiaries specified on the attached subsidiary exhibit. You warrant that you have the authority to bind your majority owned subsidiaries to the terms of this ordering document and the agreement and further warrant that you shall be responsible for a breach of such terms by your majority owned subsidiaries.”
- b. Rights Granted section: Delete second to the last sentence, stating: “Upon Oracle’s acceptance, you have the limited right to use the materials resulting from the consulting services you ordered solely for your business operations and subject to the terms of this agreement.” **PROVIDED NO CONSULTING ON THIS ORDER.**
- c. Rights Granted section: In the change previously approved “The URL’s will not have changes that materially adversely impair the terms and conditions actually stated in the OLSA, as amended”, Delete “materially adversely.” **MUST GO WITH “MATERIALLY”.**
- d. Technical Support section: In the change previously approved, “The level of technical support provided by Oracle will not be materially reduced for a period of 2 years from the February 28, 2003”, increase to 3 years and replace “materially reduced” to the word “degrade.”
- e. Other section, add “return receipt requested” after “first class mail”.

3. Changes to Ordering Document:

- a. Add the following assignment language: “Customer may not assign this Order Form to a third party (i.e., a separate legal entity from Customer) without the prior written consent of Oracle. Oracle shall not unreasonably withhold such consent. Oracle hereby consents to the assignment of this Order Form to an entity resulting from a merger, consolidation or sale involving Customer, provided the assignee signs this Order Form and is not a competitor of Oracle’s.” **USE ORACLE STANDARD.**
- b. Concept of Order of Precedence provision that makes Ordering Document control the OLSA, as amended, which controls the documents at the URLs cited in the Ordering Document or OLSA.
4. Price Hold: Ensure that all HR, Financials, and Core Tech products are in the previously approved 60% price hold (except any products on Controlled Availability) for 3 years. **NO EBIZ SUITE OR COLLABORATION SUITE.**
5. Outsourcing Price Hold: 35% (standard discount for this deal) for 3 years for all products being ordered on the Ordering Document and for all products in the price holds.
 - a. **Chou: approved provided that it is standard pricing and contracting**
6. Reference the Outsourcing Oracle Service Level Standards and modify as follows (drafted by Legal):
 - a. Insert "Level of Computer and Administrative Services provided by Oracle will not be materially reduced for a period of 3 years from effective date of this Order Document." at the end of the first paragraph on the Oracle Service Level Standards publication. Customer wants this to assuage concern triggered by the first paragraph, second sentence, stating "Oracle reserves the right to change this document at Oracle's discretion."
 - i. **Chou: referencing the service level standard is fine, but functionally equivalent is SOLELY for computer and administration services policies.**
 - b. Insert "or <http://oracle.com/policies/index.html?compandadminpolicy.html>" after the URL that is at the end of the first paragraph of the General Section on the Oracle Service Level Standards publication. This is needed because the current URL is missing the ".html" suffix.

- c. Add the language in **bold** to Section B.1: "Computer & administration services provide you with the ability to remotely access and use program licenses (defined below in Section B.4). Computer & administration services are subject to the terms and conditions of this ordering document, and are provided under Oracle's computer & administration services policies, which are subject to change. You may access the current versions of these policies, **including Oracle's incident recovery and data restoration policies**, at <http://oracle.com/policies/index.html?compandadminpolicy.html>. **Oracle will work with you to facilitate data recovery from backup media in the event of a system failure or urgent data restoration request. Oracle's weekly system maintenance period for computer and administration services is from 9:00 p.m. Friday to 12:00 a.m. Saturday Pacific Time.**"
 - ii. Chou: if you are referring to a paragraph within the computer and admin – then reference the computer and admin – this looks like there is a separate policy called "oracle's incident recovery and data restoration policies" which do not exist. Also the computer and admin already has a maintenance window established. This subbullet is very confusing. and not approved.
- 7. Outsourcing Ordering Document:
 - a. Section 4, Comp & Admin Services Term. Requesting a 0% (cap) for Years 2 and 3.
 - iii. Chou: approved.
 - b. Section 4, Comp & Admin Services Term. Requesting to modify the following sentence as **bolded**: "You may terminate the computer and administration services in accordance with the computer and administration policies, upon 30 **business** days prior written notice to Oracle." This is to provide consistency with the next sentence, which states that termination shall be effective on the 30th business day after the notice is received
 - i. Chou: approved
 - c. Section 5, Computer and Admin Service Fees. (Tier 2) Monthly in advance billing terms.
 - iv. Chou: approved

Previously approved on 2/28/02 at 1:24pm:

HQAPP Requests:

1. Disaster Recovery. Request a 75% L+S discount for 3 years on all products listed in the Ordering Document limited to their Disaster Recovery System.
2. Price Hold: 3 Years at 60% (worst case) for Project Billing, Project Costing, iTime, Project Resource Management, Payroll, and Training Administration.
3. Remove the Customer Reference language. Blackrock views their operating environment as a competitive advantage and prefers not to disclose any aspects of their environment and operating procedures to the general public.
4. Approval for the following OLSA modifications (These have been reviewed and approved by Legal):
 1. Learning Credits. Request approval for Learning Credits to be valid for 24 months (Tier 1 – Education, still being reviewed) and for worldwide use of Learning Credits, i.e., Scotland, Asia. **APPROVED BY EDUCATION.**
 2. OLSA. Request a 3-year term on the OLSA.
 3. Customer Definition. Request to add the following language: "“You” and “your” refers to Blackrock, Inc., your Parent, and you or your parent's direct or indirect wholly or majority owned subsidiaries. Before accessing the programs, each subsidiary must agree in writing to be bound by the terms of this ordering document and the agreement."
 4. Rights Granted. Request language to state that the "URL's will not have changes that materially adversely impair the terms and conditions actually stated in the OLSA, as amended." Also, add "Technical Support changes will not degrade for 2 years". (functionally equivalent language)

5. Rights Granted. Strike "You may access the current version of the consulting services policies at <http://oracle.com/consulting/policies/index.html?content.html>." Customer is negotiating its own SA with Oracle Consulting and wants this to be taken out of the OLSA.
6. Indemnification. Approval for the following **bolded** items:
- "If someone makes a claim against you or Oracle ("Recipient") that any information, design, specification, instruction, software, data, or material ("Material") furnished by the providing party ("Provider") and used by the Recipient infringes their intellectual property rights, the Provider will indemnify **and hold harmless** the Recipient if the Recipient does the following:
- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim, or sooner if required by applicable law;
 - gives the Provider sole control of the defense and any settlement negotiations; and
 - gives the Provider the information, authority, and **reasonable** assistance the Provider needs to defend against or settle the claim.

If the Provider believes that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing **and having substantially similar functionality to the infringing material** or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for the applicable Material and refund any fees the Recipient may have paid for it, **and the associated unused technical support fees.**"

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7. Indemnification. Request to correct language per latest Oracle OLSA as **bolded**: "If you are the Provider and such return"ed" **Material** materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order and you will pay Oracle for the services and related expenses rendered through the date of termination on a time and materials or percent of completion basis as applicable."
8. Indemnification. Request to add the **bolded** language: "You will indemnify Oracle to the extent that an infringement claim is based upon the combination of programs with any products or services not provided by **Oracle and such combination causes the infringement claim**. This section provides the parties' exclusive remedy for any infringement claims or damages **and shall survive any termination of this agreement for any reason.**"
9. Technical Support. Request to add standard "License Set" paragraph from Technical Support Policies.
10. Technical Support. Request to add the following provision regarding Desupport (this is being reviewed by Support): "You will be notified by **electronic or written notification** in advance of when a program is being desupported. Such desupport notices, which are **also** posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site),"
11. General, End of Agreement. Request to add the following **bolded** language: "If you **materially** breach the terms of this agreement and fail to correct the breach within 30 days after Oracle notifies you in writing, Oracle may end this agreement and your use of programs and/or services ordered."
12. **REQUEST IS MODIFIED ABOVE.** General, End of Agreement. Request to strike the following sentences (Legal does not have an objection because customer's license rights are covered otherwise in the agreement): "If you agree that if you are in **material breach** under this agreement, you may not use those program and/or services ordered." Strike the following sentence: "You further agree that if you have used an OFD agreement to pay for the fees due under an order and you are in default under the OFD agreement related to that order, you may not use the programs and/or services ordered."
13. **NOT APPROVED.** Nondisclosure. Request to add the following **bolded** language (this has been approved by Legal): "Confidential information shall be limited to the terms and pricing under this agreement, and all

information clearly identified as confidential or that should be treated as such by the parties in light of its nature.”

14. Nondisclosure. Request to add the following language: “(c) is lawfully disclosed to the other party by a third party, **who to the knowledge of the other party, is not obligated to keep such information confidential;**” (and **Strike** “without restriction on the disclosure”).
15. Nondisclosure. Request to add the following language (this has been approved by Legal): “The parties agree to hold each other’s confidential information in confidence for a period of five (**Strike** 3) years from the date of disclosure.”
16. Nondisclosure. Request to add the following language (this has been approved by Legal): “Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or **in connection with this agreement or in connection with any deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process.**”
17. Entire Agreement. Request to add the following language: In the first sentence parenthetical, change “a URL” to “**an URL cited in this agreement or an Order Document**”.
18. Limitation of Liability. Standard carve-out for Indemnification.
19. Other. Change governing law to New York, and delete exclusive jurisdiction / venue phrase.
20. Other. Request that the following language regarding Notice Provision be added:
“All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the addresses listed below.

If to Customer:
Blackrock, Inc.
name
address

To Expedite order processing, You agree that Oracle may treat documents faxed by You to Oracle as original documents; nevertheless, each party may require the other to exchange original signed documents.”

21. Other. Request to add Oracle’s standard Legal Escrow Policy provision.

Tier 1 Requests:

1. Request Limit Oracle’s right to audit to once/year.

Tier 2 Request:

1. Allow Assignment to an acquiring entity that is assuming all or substantially all assets and liabilities.

Previously Approved on 2/21/03:

HOAPP Requests:

1. Price Hold: Increase previously approved 3-year price hold from 53% to 60% (worst case) for the products on the order (Database, Financials, Purchasing, iProcurement, Fin Intell, Purch Intell, HR, HR Intelligence, Project Costing, Performance Analyzer, Discoverer, iDS, iAS, Change, Tuning, Diagnostic Packs, iExpenses, Tutor, and Self-Service Tutor), plus the following products: Oracle Financial Suite (Transfer Pricing, Transfer Pricing Online, Budgeting and Planning, Risk Manager, Financial Data Manager, Financial Services Provisioning), iSupplier Portal, and Sourcing.
2. Price Hold: Remove the minimum Order requirement of \$25,000.

- Support Cap: Modify the previously approved support cap (0% in Years 2 and 3) to add a 4% support cap in Years 4 and 5.

Tier 1 Request:

- Discount: Increase previously approved L+S discount from 53% to 60% (worst case, e-biz + 35%) on current deal of Database, Financials, Purchasing, iProcurement, Fin Intell, Purch Intell, HR, HR Intelligence, Project Costing, Performance Analyzer, Discoverer, iDS, iAS, Change, Tuning, Diagnostic Packs, iExpenses, Tutor, and Self-Service Tutor.

Previously Approved on 2/12/03 - for Outsourcing Deal:

- Requesting approval for this outsourcing request to be valid through March 31, 2003 (License deal to sign by February 28): To formally reference our Service Level Standards in the outsourcing contract for Blackrock, subject to change as we define our documents. The Service Level Standards document that has been approved by Legal, Revrec, and Business Practices is attached for reference. This has been approved by Priscilla Morgan, provided that standard contracting and pricing is applied.

Previously Approved on 2/7/03 – for License Deal:

- Price Hold: 3 Years at 53% (worst case) for products on this order (Database, Financials, Purchasing, iProcurement, Fin Intell, Purch Intell, HR, HR Intelligence, Project Costing, Discoverer, iDS, iAS, Change, Tuning and Diagnostic Packs) and for the following additional products (SSHR, Advanced Benefits, Financial & Sales Analyzer, OLAP, Express Server and RAC).
- Support Cap: 0% in Years 2 and 3.

TIER 1 Requests:

- Discount: 53% L+S Discount (ebiz + 28% - worst case) on Database, Financials, Purchasing, iProcurement, Fin Intell, Purch Intell, HR, HR Intelligence, Project Costing, Discoverer, iDS, iAS, Change, Tuning and Diagnostic Packs.
- Approval to omit the standard EPPC quote. The Education group is selling \$81K of EPPCs on this Ordering Document.

TIER 2/3 Request:

N/A

Previously approved requests (include date of approval):

N/A

SECTION II – Deal Summary:

Deal Summary	
Programs	Database, Financials, Purchasing, iProcurement, Fin Intell, Purch Intell, HR, HR Intelligence, Project Costing, Performance Analyzer, Discoverer, iDS, iAS, Change, Tuning, Diagnostic Packs, iExpenses, Tutor, and Self-Service Tutor
License Discount	60% (ebiz + 35%)
Support Discount	60% (ebiz + 35%)
Comp & Admin Discount	35% (standard)
Phased Implementation for Comp & Admin?	No
Subset of Users	No
Support Options/Holds	Updates and Product Support / 0% in Years 2 and 3, 4% in Years 4 and 5
Price Holds	3 years at 60% for products on the order plus the following products: Oracle Financial Suite (Transfer Pricing, Transfer Pricing Online, Budgeting and Planning, Risk Manager, Financial Data Manager, Financial Services Provisioning), iSupplier Portal, Sourcing, HR Suite, Financials Suite, and all

	Core Tech; 75% for DR for all products – on order and price hold
List License	\$ 1,217,400
List Support	\$ 267,828
List Comp & Admin	\$ 730,440
Net License	\$ 486,960 (signed in Q3)
Net Support	\$ 107,131 (signed in Q3)
Net Comp & Admin	\$ 474,786
Net Total Price	\$ 594,091 (L+S only)
Price List Used	January 3, 2003

Customer History - Existing Price Holds	
Existing contractual discount (price hold)	NA
Date of Price List for price hold	NA
When does price hold expire?	NA
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	NA
Name of Agreement if applicable	NA

SECTION III –

New Justification 3/5/03:

Outsourcing:

BlackRock ran out of time to close the outsourcing contract in Q3. The Customer is still interested in hosting and in closing this outsourcing deal in Q4. Those items marked as Q3 reapprovals simply need to be reapproved for Q4. All new items are justified below starting with # 1e:

- a. Reapproval
- b. Reapproval
- c. Reapproval
- d. Reapproval
- e. Section B.5, Comp & Admin Services Fees. Adding our standard minimums to the contract will provide protection for both parties.
- f. Section B.12, Customer Reference. They are willing to be a reference but want to review the marketing material prior to release to the public.
- g. Section B.13, Order of Precedence. This was previously approved for use in the license deal signed 2/28/03, and it seems justified to stay consistent and extend it on the hosting contract.
- h. Section B.14, Confidentiality. BlackRock likes Oracle's Consulting Confidentiality provision. Oracle will be hosting confidential data such as Employee salary, benefits etc., which is very confidential to BR, and they would like protection in the contract. Legal's comments: I have identified the narrow categories the customer has agreed to as confidential information. Customer is permitted to do under the OLSA, so we are merely allowing it to do so in the contract in writing. This means that Oracle must be certain that this information is treated in accordance with our policies and not disclosed.
- i. Other - Worldwide Usage. We are seeking clarification.
- j. Reapproval
- k. Other – Outsourcing Policies. See "l" below for justification.
- l. Other – Outsourcing Policies, Statement of Change. This is a reasonable request so that BlackRock can track any changes in our policies and procedures. We're hoping that these changes will be posted on our web site in the future, but in the meantime, we'd like to release the current SOC to the customer.
- m. Other – Outsourcing Policies, Capacity Planning. This request allows BlackRock to understand the current environment.

- n. Other – Outsourcing Policies, Termination. BlackRock is concerned about DR and would like 2 copies of media.
- o. Reapproval.

Q3 APPROVAL:**Previous Justification (2/28/03, version 2):****Hosting OSLS:**

1. General: Legal is providing language that was previously approved for use with the CIGNA outsourcing contract. The customer is requesting this clarification in addition to the URL policies.
2. Overview: Legal is providing explicit language to describe our DR policy. Because of the high sensitivity of Blackrock's customers' financial information, Blackrock is requesting greater clarification on our DR policies and procedures.
3. Availability Management: Legal is crafting language to satisfy BlackRock's desire for planned outages not to interfere with business hours and maintain their 5x20 environment. Because of the global nature and sensitivity of Blackrock's Financial impact on its customers, they are looking for a more mutually agreeable clarification for planned down time as to not impact their Global operations (5x20).

Hosting Ordering Doc:

1. Section 4, Comp & Admin Services Term. We are requesting a 0% (cap) for years 2 and 3. To insure Blackrock's 5 year anticipated ROI, we need to provide this element of predictable cost assurance.
2. Section 4, Comp & Admin Services Term. Blackrock would like for us to use consistent 30 Business Day terminology vs 30 days.
3. Section 5, Computer and Admin Service Fees. The customer prefers to pay services on a monthly basis.

Previous Justification (2/28/03, 1:24pm):

1. Disaster Recovery: Request a 75% discount for 3 years on products for their Disaster Recovery System. This would co-terminate with their OLSA and Price holds. The customer plans to use Oracle's Hosting/EBSO and would like this protection in the event they have to set up their Disaster Recovery Site.
2. Learning Credits: Customer is not planning to be in production on Oracle Financials for 12 months and would like to start their training phase within 12-24 months of the go-live date. The customer has a few global employees and would like the flexibility to provide worldwide Training.
3. OLSA Modifications: Blackrock has never done business with Oracle and is uncertain about aspects of our Policies and Procedures. Blackrock is looking for the following items to be modified to provide greater clarity and certainty. Many of these requests are similar to the service level agreements they make with their own customers.

Previous Justification: (2/20/03) – License Deal:**Price Hold**

As we have worked with the customer, we have shared our comprehensive vision to the e-business suite. We have identified products outside their current scope that will provide value added functionality; therefore, we are requesting price holds on these products for a second phase purchase and implementation.

Remove the \$25,000 minimum order

The customer has a decentralized purchasing policy and does not issue Purchase Orders. Because of these factors, they would like their Organization to be able to purchase product without restrictions, as needed.

Modified Support Cap

We have previously requested a support cap (to provide an element of predictable cost in their 3-year roll out and implementation, we requested an approval to flatline support for 3 years). We would like to add the 4% cap in Years 4 and 5, which is important to help the customer recognize their desired 5-year ROI.

Additional Discount

We have identified additional products that will provide value and benefit to the customer. This has caused the License Revenue to grow and exceed the customer's budgetary constraints. Because of the competitive nature of this opportunity and the time left in the Q3 period, we are requesting discounts up to 60% (worst case) to remain competitive.

Previous Justification (2/11/03) – Outsourcing Deal:

Outsourcing Service Levels

We are requesting to formally reference our Service Level Standards in the outsourcing contract for Blackrock, subject to change. Blackrock provides its solutions in a hosted environment to its clients and is looking for similar assurances for this deal from Oracle. We are requesting two separate Order Documents – one for License and one for Oracle.com's hosted solution. We need the license order to be completed this month and the Oracle.com Order to be completed in March '03.

Previous Justification (2/7/03) – License Deal:

Discount

Blackrock Inc. is a 70% owned subsidiary of PNC Bank with its own publicly traded stock. They are looking to establish an independent ERP package to support their own activities. They have currently completed an evaluation of Peoplesoft, Lawson and Oracle's 3-tier product offerings. Blackrock has informed us that we are the leading vendor, however, we are the most expensive. They have shared their approved budget and are looking to make a single selection for License, Implementation and Education. To meet their budgetary constraints, we are asking for a worst-case approval to offer a 53% discount.

Blackrock currently has no Oracle product installed, and this would be an entirely new customer and installation for Oracle Applications and Technology. We have gained a commitment from Blackrock to have this transaction completed by February 28th pending this approval.

Price Hold

Blackrock is anticipating greater separation from the parent company and is looking to maintain and support an independent ERP system. Blackrock has a pending acquisition, which will provide additional and rapid growth to their organization. Because of these projected growth factors that make it difficult to anticipate future license needs, we are requesting a 3 year price hold on the products on this current order as well as these additional products that may provide additional functionality at a later time - SSHR, Advanced Benefits, Financial & Sales Analyzer, OLAP, Express Server, and RAC.

Support Cap

To provide an element of predictable cost in their 3-year roll out and implementation, we are asking for an approval to flatline support for 3 years.

Omit EPPC Quote

The customer will be paying for Education directly on the Ordering Document.

Recommendation: *(leave blank for HQAPP to fill out)*

Submitted By: *Kelli Townsend / Bob Santimauro*
Field RM name if submitted by OracleDirect:

R: *(leave blank for HQAPP to fill out)*

C:

L:

A:
BP:

PLEASE NOTE THAT HQAPP WILL NOT REVIEW ANYTHING BELOW AND NOTHING BELOW WAS CONSIDERED FOR THEIR APPROVAL. ONLY DETAILS IN THE REQUEST SECTION (SECTION I) ABOVE WERE CONSIDERED IN THE APPROVAL GRANTED.

SECTION IV – Computer and Admin Services:

(Delete this section if not applicable)

If Computer and Administration Services or Administration Services are being ordered please provide information below:

Does this deal include Phased Implementation? Yes.	
License minimums met at each implementation phase? Yes	
Is customer purchasing the Ebusiness Suite? If so what is the total employee population? No	
Is the 20% rule met in each phase?	
Is the 10% professional user rule met in each phase?	
Computer and Administration or Administration Services hosting minimums met at each implementation phase? Yes	
Does this deal have a subset of users? No	
What is the entire License set? Database, Financials, Purchasing, iProcurement, Fin Intell, Purch Intell, HR, HR Intelligence, Project Costing, Discoverer, iDS, iAS, Change, Tuning and Diagnostic Packs What is the justification for a subset? NA	
Standard Ordering Document Terms? Yes, have requested flat support and price holds, see above	
Standard pricing? Yes, have requested additional discounts, see above	
Is Customer using the Certified Configuration (applies to Admin only)? Yes	
Administration Services or Computer and Administration Services:	
Applications or Technology or both: Applications and Technology	
Customer email address (required): Fred.ciliberto@blackrock.com	
Service Implementer (required): Oracle Consulting	
For existing licenses - (NOTE: Validation of existing licenses and support must be obtained from licmgmt@us.oracle.com)	CSI Number <u>NA</u> Original License Agreement <u>NA</u> Original Order Entry No. <u>NA</u> Date of Original License Purchase <u>NA</u>
Are additional users being purchased for applications that are already hosted? No	
Is this purchase of Administration Services or Computer and Administration Services by a customer who is purchasing Outsourcing for additional products which were not previously hosted? No	
Are any self-service apps for use outside the firewall being purchased? Yes	
Did customer purchase FastForward OnLine Financials RPM (5 day implementation preconfigured general ledger)? No	
Is customer purchasing an iLearning Subscription? Customer is purchasing Education Credits but not iLearning	

SECTION V – Ordering Document Details**Instructions - Fill in all sections completely.**

APPROVAL REQUIREMENTS - Refer to the Approval Matrix at <http://esource.oraclecorp.com>

PRICING REQUIREMENTS – Refer to Price List and Price List Supplement for minimums and prerequisites.

PRICING SPREADSHEET – Include a pricing spreadsheet showing all products, quantities, license types, pricing, and discounts. Indicate if discount for drafting contract differs from approved discount.

MIGRATIONS - If your deal contains a migration, you must submit a Migration Worksheet to the ELM (eBusiness License Migrations) team. Refer to <http://nafo.us.oracle.com> under the Contract Management tab and e-Business License Migrations header to download the spreadsheet and for additional information.

Note: All business approvals & quotes are valid through the quarter they were approved, unless a formal RFP or Tender requires a longer validity period.

General Information	
Contract requested by (insert date): After all approvals are obtained - Allow 24 hours for standard contracts and 48 hours for non-standard contracts.	2/07/03
Opportunity I.D. (OSO Number):	102343414
Is this a ship order?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Deal Structure (indicate Direct, Pass-Through, Sublicense, or Trial License):	Direct
Is this deal the result of a compliance issue that LMS has been involved in?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Does deal contain new licenses with an <i>approved</i> non-supported license type (i.e. metric is not nor ever has been on Oracle's price list):	<input type="checkbox"/> Yes (specify non-supported license type and eBusiness license type used to determine conversion) <input checked="" type="checkbox"/> No
Quote Valid Through (insert date):	02/25/03
Partner (insert name, if applicable)?	Margin or % of net license fees <u>NA</u>
VAD (insert name, if applicable)?	Margin or % of net license fees <u>NA</u>
PARTNER PAYMENT: If this is a direct deal, does it involve a Partner Referral Fee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, specify payment type:	<input type="checkbox"/> Applications Affiliate Fee <input type="checkbox"/> ROP Fee (GB Use Only)
MIGRATIONS OR UPDATES:	Yes <input checked="" type="checkbox"/> No
PREMIUM SERVICES:	Yes <input checked="" type="checkbox"/> No
INCIDENT PACKS:	Yes <input checked="" type="checkbox"/> No
INTERNATIONAL: Requires an International Notification Form to be forwarded to your manager, contract specialist, and NASINFO or OGEHINFO.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Payment Terms:	<input checked="" type="checkbox"/> Net 30 <input type="checkbox"/> Other (Specify)
Referenced Agreement:	<input checked="" type="checkbox"/> New OLSA <input type="checkbox"/> Other (Specify)

Customer and Administrative Information – all fields must be filled in	
Customer's EXACT Legal Name:	Blackrock Financial Management, Inc
Business Address:	345 Park Ave fl 30
City / State / Zip:	New York New York 10154-0004
Customer Contract Admin:	Fred Ciliberto
Phone #:	212.409.3570
Fax #:	212.754.8765
E-mail ID:	Fred.ciliberto@blackrock.com
Billing Contact:	Fred Ciliberto
(Partner/VAD if Indirect):	
Address:	40 East 52 nd
City / State / Zip:	New York New York 10022
Phone #:	212.409.3570
Fax #:	212.754.8765
E-mail ID:	Fred.ciliberto@blackrock.com
Tax Status :	Exempt ____ (Need certificate for ship to state if not on Oracle's Tax Exemption Log)
	Non-Exempt <u>X</u>
Shipping Contact:	Doug Baker
Address:	40 East 52 nd
City / State / Zip:	New York New York 10154-0004
Phone #:	212.409.3554
Fax #:	212.754.8765
E-mail ID:	Douglas.baker@blackrock.com
Technical Support Contact:	Doug Baker
Address:	40 East 52 nd
City / State / Zip:	New York New York 10154-0004
Phone #:	212.409.3554
Fax #:	212.754.8765
Email ID:	Douglas.baker@blackrock.com
Partner Name (Indirect):	NA
Address:	
City / State / Zip:	
Contact Admin:	
Phone #:	
Fax #:	
E-mail ID:	

Education (EPPC)	
Education Prepaid Credit Amount:	\$ NA
Education Discount:	NA %
Education Revenue:	\$ NA
Education Sales Rep:	

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PROCESSOR/NAMED USER PROGRAMS/COMPUTER PROGRAMS (REQUIRED INFORMATION)

Make and Operating System required for each program:

Make: Sun

OS: Solaris

PROGRAMS: Financials, Purchasing, iPro, Fin Intell, Purch Intell, HR, Project Costing, Discoverer, iDS, iAS, Data base, Change, Tune and Diagnostic Packs

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Applications		
Will applications be modified:	Yes	X No
Will users be accessing modified Apps from the web:	X Yes	No
Have all prerequisites been included:	X Yes	No
Will users use Fast Forward RPM:	X Yes	No
Will applications be hosted:	Yes	X No
Indicate database that Apps will run on:		
Indicate CSI for existing prerequisite database and tools:		

Options not requiring HQAPP, Tier 1, or Tier 2 Approval	
(1)	
(2)	
(3)	
(4)	

Internal Administrative Information	
Applications Sales Manager	
Technology Sales Manager	
Account Manager	George Gallivan
OracleDirect Rep	Doug Kartono
Education Sales Rep	Henry Williams
Support Renewals Rep	NA
Premium Support Rep	NA
Migrations Manager	NA
Is there a teaming agreement?	Yes (if yes, list all appropriate reps) X No
Requester:	Name: George Gallivan Business Telephone: 212.508.7987 Cell Phone: 508.725.5395